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PART VI

PUBLIC ADVERTISEMENTS

FOREST DEPARTMENT

MYSORE DISTRICT.

Abstract Notification dated 4th May 1938.

The attention of the public is invited to the detailed notification dated 4th May 1938, regarding the sale of timber in the following Depots of the District, published on pages 745 to 747, Part VI of the *Mysore Gazette*, dated 12th May 1938:—

Name of Depot.	*Date of sale.*
Manchegowdanahalli Depot (Sale of defaulter's timber)	31st May 1938.
Ramanathapur Depot (Arkalgud Taluk)	30th May 1938.

Abstract Notification dated 5th May 1938.

The attention of the public is invited to the detailed notification dated the 5th instant, calling for tenders for the supply of firewood to the Sandal Oil Factory and Silk Factory Mysore, from the forests of the several Ranges in Mysore District, during 1938-39, published on pages 747 and 748, Part VI of the *Mysore Gazette*, dated 12th May 1938. The last time up to which tenders will be received is 2 P.M. on 28th May 1938.

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Abstract Notification dated 5th May 1938.

The attention of the public is invited to the detailed notification dated 5th May 1938, regarding the sale of Bite timber and Teak and Bite sizes in the Mysore Wood Yard, published on pages 749 and 750, Part VI of the *Mysore Gazette*, dated 12th May 1938.

Date of sale	Place of sale	Particulars	Quantity		Remarks
			No.	C.ft.	
30th May 1938 ..	Mysore Wood Yard	*Bite logs.*			More or less.
		Below 4′ in girth ..	78	813	
		4′ to 4′—11″ in girth ..	103	1,773	
		5′ to 5′—11″ ,, ..	67	1,731	
		6′ to 6′—11″ ,, ..	22	743	
		7′ to 7′—11″ ,, ..	17	668	
		8′ to 8′—11″ ,, ..	1	40	
		Total ..	288	5,768	
		Teak sawn sizes ..	2303	1,710	
		Bite sizes ..	28	38	

Notification dated the 15th May 1938.

It is hereby notified for the general information that the exclusive right of collecting the Minor Forest Produce on all Government unoccupied lands, Amrit Mahal Kavals, State Forests, Reserved lands and Plantations for two years from 1st July 1938 to 30th June 1940 will be sold Talukwar by public auction on 13th June 1938 at 2 P.M. by the Deputy Commissioner, Mysore District, or any officer deputed by him with the help of the District Forest Officer, Mysore District.

Name of Taluks.

1. Mysore Taluk.
2. T.-Narsipur Taluk.

For other conditions, please refer to the detailed Notification of the Chief Conservator of Forests in Mysore, published on pages 661 to 664, Part VI of the *Mysore Gazette*, dated 28th April 1938.

Notification dated 15th May 1938.

It is hereby notified for general information that the exclusive right of collecting Tupra leaves on all Government Unoccupied Lands, Amrit Mahal Kavals, State Forests, Reserved Lands and Plantations in Hunsur Taluk from 1st July 1938 to the end of June 1940 will be sold Talukwar at Hunsur Range Forest Office by the Range Forest Officer, Hunsur, at 2 P.M. on 15th June 1938.

(*a*) Government have reserved their power of issuing individual licenses for *bona fide* local consumers in addition, free or otherwise.

(*b*) Excludes the produce of Inam, Jodi, Kayamgutta, Sarvamanya and other lands which are in the occupancy of private individuals as well as village forests.

1. The auction sale will commence at 2 P.M. and if it is not concluded on the same day, it will be continued on the next following day.

2. Defaulters on account of previous leases will not be permitted to bid.

3. Intending bidders must be in possession of a certificate from the Amildar of the Taluk in which they reside, vouching for their solvency. No person will be allowed to bid in the absence of such a certificate.

4. No person will be allowed to bid unless he has deposited with the officer holding the sale, a sum of Rs. 10 which must be deposited in the form of currency notes. The deposits of unsuccessful bidders will be returned immediately after the sale.

5. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder, subject to the confirmation of the District Forest Officer or the Chief Conservator of Forests, as the case may be, who, at his discretion, may accept or reject the highest or any other bid without assigning any reason therefor.

6. The successful bidder shall, at the close of the sale, credit into the District Treasury or into any Taluk Treasury the entire sale amount including the deposit already made together with local cess at one anna per rupee, education cess at six pies in the rupee and railway cess at three pies per rupee. In default, the deposit will be forfeited and the right resold. Such resale will be at the

risk of the defaulting purchaser, who will be liable to make good any loss that may result to Government by it, but will not participate in any profit accruing therefrom.

N.B.—If the deficit be not paid, it will be recovered as a revenue demand.

7. If the sale is not confirmed, the amount paid will be refunded.

8. The accepted bidder shall execute an agreement within fifteen days of the intimation of the confirmation of the sale binding himself to observe the conditions hereunder mentioned, duly furnishing a security deposit equal to one-fourth of the sale amount. In default, the acceptance of the bid will be revoked, the money already paid forfeited and the right resold.

Further conditions to be entered in the agreement are :—

(*a*) The lessee shall hold himself responsible for the cutting or injuring of any other trees on the plea of collecting the produce. The lessee shall be held personally responsible for the acts of his agents or servants.

(*b*) The lessee shall furnish a list of sub-contractors, agents or servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sub-let it to others without the previous sanction of the District Forest Officer or the Chief Conservator of Forests. When such sanction is accorded, the sub-lessee will be bound by all terms and conditions of the sale.

(*d*) The coolies employed by the lessee must take permission from the Range Officers before they enter State Forests.

(*e*) The lessee shall keep and render accounts every month to the District Forest Officer of the produce collected and removed by him or his agents during the month. His accounts will be liable for the inspection of the Conservator of Forests or the District Forest Officer or by any other officer deputed by either of them. The lessee shall be considered a wholesale dealer for the collection and export of leaves and shall not interfere with licenses issued by the department for small quantities of leaves to *bona fide* local beedi manufacturers. (*Vide* G. O. No. D. 8079-89—Ft. 314-26-2, dated 21st March 1927).

(*f*) The lessee, his agents or servants shall render all possible help in preventing the occurrence of fires in forests in which he or they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(*g*) The lessee shall remove out of the limits of the forest all produce collected and sold under the terms of the lease before the end of June 1940.

(*h*) Neither the lessee nor his servants shall enter the State Forests either before sunrise or after sunset.

9. In the event of the breach of any of the above conditions, the lease will be liable to be cancelled, and the lessee fined to the extent of Rs. 100 which will be recovered as an arrear of revenue demand.

Notification dated 15th May 1938.

It is hereby informed for general information that the exclusive right of collecting the Minor Forest Produce in Talkad Plantation, from 1st July 1938 to 30th June 1940, will be sold by public auction on 14th June 1938 by the Forest Sub-Division Officer, Chamarajnagar at the Forest Sub-Division Office, Chamarajnagar.

Remarks.—(i) Excludes the produce of Inam, Jodi, Kayamgutta, Sarvamanya, Mandayam and other lands, which are in the occupancy of private individuals as well as Village Amarayi which is sold separately by the Amildar in the Revenue Department.

Village Amarayi consists of the following ten kinds of produce found in the assessed waste, gomal, kharab lands, gavatana and other lands set apart for communal purposes.

(1) Hunse, (2) Mavu, (3) Seege, (4) Cocoanut, (5) Hippe, (6) Neralu, (7) Halasu, (8) Jali, (9) Honge seeds and leaves and (10) Byala.

N.B.—(1) The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken for cultivation during the currency of the lease.

Description of Produce.

1. Cashewnut seeds.
2. Mango fruits.

2. The lessee shall not interfere with any forest operation such as planting, sowing, thinning and felling, etc., that the Forest Department may wish to conduct in the leased area. Should any damage be caused to Minor Forest Produce by such operations, he shall not be entitled to any compensation.

(*a*) The auction will commence at 2 P.M. and if it is not concluded on the same day, it will be continued on the next following day at the same hour.

3. Defaulters on account of previous leases will not be permitted to bid.

4. No person will be allowed bo bid unless he (i) produces a certificate from the Amildar of the taluk in which he resides in regard to his solvency and its extent or an exchange certificate as provided in clause 5,

and (ii) deposits also with the officer holding the sale a sum of Rs. 200 which must be in the form of Cash or Currency Notes.

Note.—In the case of taluks where the minor Forest Produce Revenue may not fetch more than Rs. 200, a sum of Rs. 50 only should be deposited with the sale conducting Officer.

5. The highest bidder shall deliver his solvency certificate to the officer conducting the sale and get in exchange, if he so desires, a certificate signed by the latter which will be a sufficient authority for him to bid at auction sale in any one of the remaining divisions. This exchange certificate shall be delivered to the Officer conducting the sale in case the party named therein happens to be the highest bidder obtaining in lieu thereof, if he wishes a fresh exchange certificate for his use. The exchange certificate will contain all the particulars found in the Amildar's certificate with the details of purchase made in the sales of other divisions as well as in the one, in which the exchange certificate is sought for. The deposits of unsuccessful bidders will be returned immediately after the sale.

6. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder, subject to the confirmation of the Chief Conservator of Forests and the Conservator of Forests, Shimoga, who, at his discretion, may accept or reject the highest or any other bid, without assigning any reason therefor.

7. The successful bidder shall immediately after the close of the sale, credit into the Government Treasury, one-quarter of the total sale amount including the deposit already made together with the local, railway and other cesses, on the entire lease amount at the rates prevailing in the district. In default, the deposit will be forfeited and the right resold. Such resales will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government but will have no claim to any surplus accruing therefrom. Such losses will be recoverable as an arrear of land revenue.

8. If the sale is not confirmed by the authority concerned, all moneys paid will be refunded to the party.

9. Within fifteen days of the intimation of the confirmation of the sale, the successful bidder shall execute an agreement with one or more sureties to the satisfaction of the District Forest Officer on a stamped paper of proper value procured at his own cost, and also furnish security deposit of Rs. 500 or one-quarter of the sale amount, whichever is less, for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit.

In default, either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the three-fourths of the original sale amount. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under Section 79 of the Mysore Forest Act or any other law in force for the time being.

Note.—(i) The solvency and the respectability of the sureties should be proved to the satisfaction of the Deputy Commissioner and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

(ii) A sample form of the agreement may be seen at any of the District Forest Offices.

10. The balance of three-fourths of sale amount will be paid in three equal instalments as follows :—

First khist	on or before	1st February 1939.
Second	do	1st May 1939.
Third	do	1st February 1940.

In default to pay the instalments on due dates, the contract will be cancelled and the right resold., the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom, which shall be recovered as an arrear of land revenue, under Section 79 of the Mysore Forest Act, or any other law in force for the time being.

Further conditions to be entered in the agreement are :—

(*a*) The lessee, his maistries or servants shall not cut or injure any tree in any way on the plea of collecting the produce.

(*b* The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sub-let it to others without the previous sanction of the Chief Conservator of Forests. If any sub-lessees are approved, such sub-lessees shall not further sublet it without previous sanction.

(*d*) The coolies employed by the lessee or sub-lessee must take permits from the Range Officers when they enter State Forests.

(*e*) The lessee or sub-lessee shall keep accounts showing the quantity of the produce collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the leases and the Officers of the Revenue and the Police Departments of and above the rank of an Amildar or Police Inspector respectively.

(*f*) The lessee or sub-lessee shall render every month to the District Forest Officer an account of the number of cart-loads of the produce collected and carted during the month.

(*g*) The lessee or sub-lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the produce under his signature. In the latter case, each cart-load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer

impressed. The duplicate copies will be submitted to the Range Forest Officer on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Forest Officer and fresh supply obtained.

Note.—(1) Forest Forms 84 and 85 shall be used.

(*h*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the Forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally. They will be liable also under the Forest Regulation irrespective of any action that may be taken under the contract.

(*i*) The lessee or sub-lessee shall remove out of the limits of the Taluk before the 30th June 1938 all the produce collected and stored under the terms of the lease.

(*j*) Neither the lessee nor sub-lessee, nor his employees, shall enter the State Forests either before sunrise or after sunset.

(*k*) No collection of the Minor Forest Produce will be permitted in the State Forests during the fire season, *i.e.*, from the 15th February to end of April of each year.

(*l*) The lessee or sub-lessee shall not interfere with the recognised rights of Inamdars.

(*m*) The lessee or sub-lessee has no right to the produce or trees on occupied lands and the Village Amarayi as detailed in para 1 above.

(*n*) No damage will be caused to the trees while collecting the Minor Forest Produce, any such damage will be assessed by the Range Forest Officer, which will be approved by the District Forest Officer. The District Forest Officer's decision in the assessment of the damages will be final. The assessed damages will be recovered from the security deposit of the lessee.

(*o*) The lessee or sub-lessee shall hold responsible himself for the acts of his agents or servants in the business of collection and transport.

(*p*) Interest will be charged at 6¼ per cent per annum on all belated payments.

11. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the District Forest Officer, the Conservator of Forests, Shimoga, or the Chief Conservator of Forests, as the case may be. In the case of mere forfeiture of the deposit amount in part, or in full, the difference will be made good immediately by the contractor, and if not, the lease will be cancelled and resold at the risk of the original purchaser who will be liable for any loss which will become recoverable as an arrear of land revenue but not participate in any profits.

Notification dated 15th May 1938.

It is hereby notified for general information that the right of collecting daily grazing fees from the owners of draught and other cattle that ply between British and Mysore Territories at the following places at the rates specified in the Schedule "A" from 1st July 1938 or the date of confirmation whichever is later to 30th June 1939, will be sold by public auction on the 11th June 1938 at 2 P.M. in the District Forest Office, Mysore, by the District Forest Officer, Mysore, or any other officer deputed by him subject to confirmation by the District Forest Officer, Mysore, or the Chief Conservator of Forests in Mysore, as the case may be, and subject to the following conditions :—

Place of collection	Name of Toll-gate	Forest Range and Taluk
1. Hassanoor Ghat ..	Near Karepalya or Karepalya Toll-gate.	Chamarajnagar Range, Chamarajnagar Taluk.
2. Mulehole	Near Mulehole	Gundlupet Range, Gundlupet Taluk.
3. Bandipur ..	Near Kekkanahalla	Gundlupet Range, Gundlupet Taluk.
4. Anechowkur ..	Near Anechowkur Toll-gate.	Hunsur Range, Periyapatna Sub-Taluk.
5. Veeranahosahalli ..	Near Veeranahosahalli Forest Lodge.	Hunsur Range, Hunsur Taluk.
6. Koppa	Near Koppa Toll-gate ..	Hunsur Range, Periyapatna Sub-Taluk.
7. Muthur	Near Muthur Toll-gate ..	Hunsur Range, Periyapatna Sub-Taluk.

For other conditions, please refer to the detailed Notification published on pages 558 to 560 of Part VI of the *Mysore Gazette*, dated 14th April 1938.

Notification dated the 15th May 1938.

It is notified for general information that the right of collecting tolls and daily grazing fees at the toll-gate at Sunkadakatte of the Heggaddevankote Range on the Antharasanthe-Kymara Road, from 1st July 1938 or from the date of confirmation whichever is later to 30th June 1939, will be sold by public auction at the District Forest Office, Mysore, on 11th June 1938 at 2 P.M., by the District Forest Officer, Mysore, or any other officer authorised by the District Forest Officer, Mysore District. The sale will by subject to the confirmation of the District Forest Officer or the Chief Conservator of Forests in Mysore, as the case may be.

2. For other conditions, please refer to the detailed Notification, published on pages 558 to 560 of Part VI of the *Mysore Gazette*, dated 14th April 1938.

Notification dated 16th May 1938.

The undermentioned quantities of timber belonging to the defaulters will be sold by the District Forest Officer, Mysore District, or any other officer authorised by the District Forest Officer at 2 P.M., on the dates noted against each under the following conditions and at the risk of the original purchasers :—

Name of Depot	Date of sale	Teak	Honne	Bite	Other kinds	Remarks
		C.ft.	C.ft.	C.ft.	C.ft.	
1. Chamarajanagar	15—6—1938	800	..	2,895	..	The quantities are only approximate. The same may be more or less.
2. Nanjangud ..	16—6—1938	1,600	..	..	200	
3. Antharasanthe ..	14—6—1938	3,000	200	..	113	
4. Begur ..	17—6—1938	1,600	100	..	220	
5. Hunsur ..	18—6—1938	4,000	200	..	700	
6. Periyapatna ..	17—6—1938	1,300	..	..	..	

N.B.—If the sale is not concluded on the day notified, it will be continued and concluded on the next day.

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale but defaulters to the department will not be allowed to bid at the sales.

In the case of purchases not exceeding Rs. 200 in value, this initial deposit of Rs. 200 need not be insisted upon provided that the full purchase money is paid in cash on the spot.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. Subject to the minima prices fixed in each case by the Chief Conservator of Forests (which will not be divulged), the highest bidder shall ordinarily be the purchaser, but the Officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers. Should any lot be disputed, it shall again be put up and sold.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 1,000 in each case, are subject to the confirmation of the Conservator, and in other cases to that of the District Forest Officer, subject to the following conditions :—

(1) That the rate realised in a sale does not fall short of the average of the three previous sales by more than 5 per cent or is more than that realised at the previous sales.

(2) That the power of confirming sales up to the limit of Rs. 1,000 shall be exercised only in the case of timber.

(3) That the confirmation of sales is ordered by the District Forest Officers only after the payment of the full purchase money.

5. After conclusion of the sale, each purchaser will be furnished with a memo, showing the total value and the purchase made by him. Thereupon, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any

profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Act. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of the successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of timber purchased shall be paid for within a week after the date of sale or within five days after the date of the notice of confirmation of the sale, whichever is later. The money shall be paid into such treasury as the District Forest Officer may direct within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*. Interest at 6¼ per cent per annum will be levied on all arrears of amounts which are permitted to be paid after the due date.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale, and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser, so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

K. REVANNA,
District Forest Officer.

SHIMOGA FOREST DIVISION.

Abstract Notification dated 30th April 1938.

The attention of the public is invited to the detailed notification of date relating to the auction sale of the Cardamom lease in Agumbe Range for the period of 1938-40, published on pages 750-751, Part VI of the *Mysore Gazette*, dated 12th May 1938. The sale will be held at Agumbe at 2 P.M. on 30th May 1938.

Abstract Notification dated 10th May 1938.

The attention of the public is invited to the detailed Notification of date regarding the auction sale of the old stock of timber in Mrugavadhe State Forest of Agumbe Range and in Arasalu Depot in Ripponpet Range at the following places and dates, published in pages 810-812, Part VI of the *Mysore Gazette*, dated 19th May 1938.

	Particulars	*Place of sale*	*Date of sale*
1.	Old stock of timber in Mrugavadhe State Forest.	Mundavalli Village, Muthur Hobli, Tirthahalli Taluk.	28th May 1938.
2.	Old stock of timber in Arasalu Depot.	Arasalu	Do

P. KEISHNASWAMI RAO,
District Forest Officer.